

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CDRE TM Corp.		04/10/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Serial Number:	78466983	
Serial Number:	77119473	CORNERSTONES OF LIFE PROGRAM FOOD · SHELTER · HEALTH · COMMUNITY
Serial Number:	78407701	PLACE
Registration Number:	2683552	ALL SQUARE FEET ARE NOT CREATED EQUAL
Registration Number:	2768873	THE SUNSHINE GROUP LTD.
Registration Number:	2761684	YOU'RE HOME NOW
Registration Number:	2576142	CORCORAN WEXLER
Registration Number:	2499454	WWW.CORCORAN.COM
Registration Number:	2366134	THE CORCORAN GROUP
Registration Number:	2533288	CORCORANS
Registration Number:	2973564	IT'S ABOUT LIFE
Registration Number:	2794095	HOME DELIVERY
Registration Number:	3094142	OUR TOWN

OP \$565.00 78466983

Registration Number:	3110476	LOCALINK
Registration Number:	2353088	WHERE DO YOU WANT TO LIVE
Registration Number:	3178618	LIVE WHO YOU ARE
Registration Number:	2827643	HOME STYLES
Registration Number:	1228983	FS FRED SANDS REALTORS
Registration Number:	1228982	FS
Registration Number:	2657335	MURPHY REALTY PREFERRED HOMES
Registration Number:	2530984	MURPHY REALTY
Registration Number:	2806481	IMAGINE IT. FIND IT. OWN IT.

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-7609

Email: ksolomon@stblaw.com

Correspondent Name: Kirstie Howard, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509335/1077
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	05/01/2007

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of April 10, 2007 is made by CDRE TM CORP., a Delaware corporation, located at 27271 Las Ramblas, Suite 132, Mission Viejo, CA 92691 (the “Grantor”), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of April 10, 2007 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among DOMUS INTERMEDIATE HOLDINGS CORP., a Delaware corporation (“Holdings”), REALOGY CORPORATION, a Delaware corporation (the “Borrower”), the Lenders, the Agent, CREDIT SUISSE, as syndication agent, and BEAR STEARNS CORPORATE LENDING INC. and CITICORP NORTH AMERICA, INC., as co-documentation agents.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors (as defined in the Guarantee and Collateral Agreement), including the Grantor, have executed and delivered a Guarantee and Collateral Agreement, dated as of April 10, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the applicable Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the applicable Secured Parties to secure payment, performance and observance of the applicable Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the applicable Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the applicable Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the applicable Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 18th day of April, 2007.

CDRE TM Corp.
as Grantor

By: 
Name: Richard S. Meisner
Title: Senior Vice President and Assistant Secretary

[Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 003533 FRAME: 0063

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this ___ day of April, 2007.

CRDE TM CORP.
as Grantor

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By:  _____
Name: Kathryn A. Duncan
Title: Managing Director

SCHEDULE A

**CDRE TM Corp.
Trademark Applications and Registrations**

Trademark	Country Name	Owner Name	Application No.	Registration No.
OUR TOWN Design Only	United States	CDRE TM CORP	78466983	
CORNERSTONES OF LIFE PROGRAM & Design	United States	CDRE TM CORP	77119473	
PLACE	United States	CDRE TM CORP	78407701	
ALL SQUARE FEET ARE NOT CREATED EQUAL	United States	CDRE TM CORP	76408232	2683552
THE SUNSHINE GROUP LTD	United States	CDRE TM CORP	76408231	2768873
YOU'RE HOME NOW	United States	CDRE TM CORP	78104866	2761684
CORCORAN WEXLER	United States	CDRE TM CORP	76315555	2576142
WWW.CORCORAN.COM	United States	CDRE TM CORP	75732288	2499454
THE CORCORAN GROUP	United States	CDRE TM CORP	75689238	2366134
CORCORANS	United States	CDRE TM CORP	75688924	2533288
IT'S ABOUT LIFE	United States	CDRE TM CORP	78280153	2973564
HOME DELIVERY	United States	CDRE TM CORP	76454296	2794095
OUR TOWN	United States	CDRE TM CORP	78449628	3094142
LOCALINK	United States	CDRE TM CORP	78525869	3110476
WHERE DO YOU WANT TO LIVE	United States	CDRE TM CORP	75433774	2353088
LIVE WHO YOU ARE	United States	CDRE TM CORP	78713347	3178618
HOME STYLES & Design	United States	CDRE TM CORP	78121411	2827643
FS FRED SANDS REALTORS & Design	United States	CDRE TM CORP	73330014	1228983
FS & Design	United States	CDRE TM CORP	73330013	1228982
MURPHY REALTY PREFERRED HOMES	United States	CDRE TM CORP	76109107	2657335
MURPHY REALTY	United States	CDRE TM CORP	76109108	2530984
IMAGINE IT. FIND IT. OWN IT	United States	CDRE TM CORP	76495320	2806481